

K 8571

16 pages

PLEASE SIGN AND RETURN TO
MILLWRIGHTS LOCAL #1102 AS
SOON AS POSSIBLE

AGREEMENT

BETWEEN

MILLWRIGHTS LOCAL UNION No. 1102
(SOUTHEASTERN AREA)

OF THE

MICHIGAN REGIONAL COUNCIL
OF CARPENTERS

OF THE

UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS
OF AMERICA, AFL-CIO

AND THE

MICHIGAN CONVEYOR
MANUFACTURERS ASSOCIATION

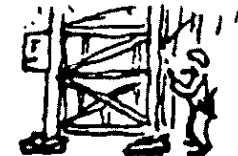
AND

THE ASSOCIATED GENERAL CONTRACTORS,
GREATER DETROIT CHAPTER, INC.

June 1, 2004 through May 31, 2007



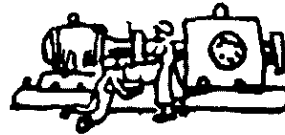
RIGGING



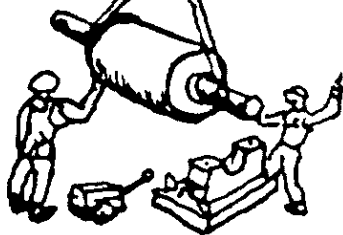
AUTOMATED STORAGE RACKS



MOTOR DRIVE UNITS



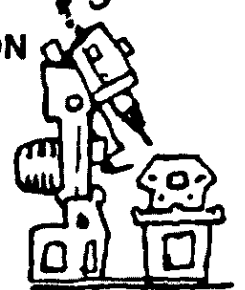
CRANES



ROLLING MILLS

MILLWRIGHTS AND MACHINERY ERECTORS

AUTOMATION SYSTEMS



PUMPS

LOCAL #1102 A.F.L.-C.I.O.
23401 Mound Road, Warren, MI 48091
(586) 756-3610 - Fax: (586) 756-0376



TREATMENT PLANTS



ENGINEERING

Servicing national, foreign, as well as all local contractors

Financial Secretary & Director — *Doug Buckler*

President & Assistant Business Agent — *Jim Raleigh*

Assistant Business Agent — *Jim Tharrett*

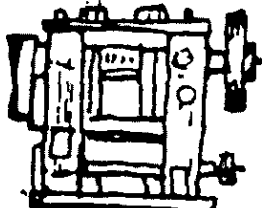
Assistant Business Agent — *Frank Benson*

Assistant Business Agent — *Greg Abbott*

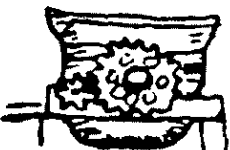
Western Business Agent — *Marty Hall (269) 383-6163*

Northern Business Agent — *Jim Raleigh*

(810) 487-6455 or (989) 344-1200

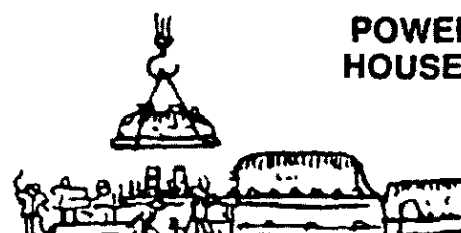


PRESSES



STEEL MILLS

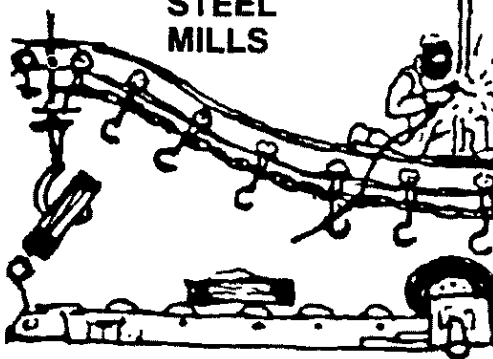
OVERHEAD CONVEYORS



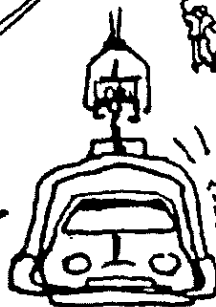
POWER HOUSES

TURBINES

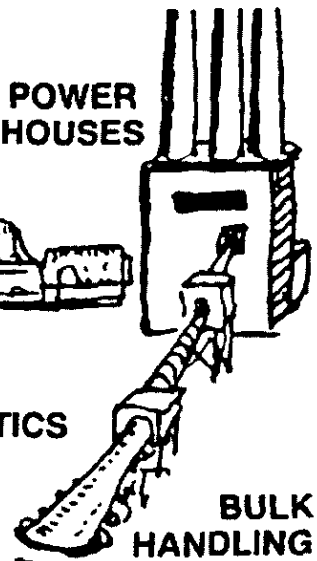
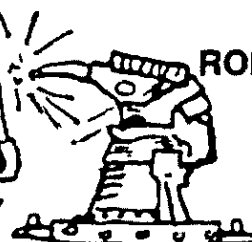
ROBOTICS



AUTOMATED TIRE LINES



ASSEMBLY LINES



BULK HANDLING SYSTEMS



SCALES



FLOOR CONVEYORS



MILLWRIGHTS, CONVEYOR & MACHINERY ERECTORS Local Union No. 1102

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
23401 Mound Road/Warren, Michigan 48091 • Telephone: (586) 756-3610



INTERIUM AGREEMENT
SOUTHEASTERN AREA EMPLOYERS:

NOTICE TO ALL MILLWRIGHT EMPLOYERS:

DEAR SIRs:

Enclosed are two copies of the AGREEMENT. Would you please sign this Agreement in order to guarantee fringes will be paid on behalf of those members employed by you.

As per Erisa Laws, effective September 1974, it is mandatory that we have a signed contract before we can place personnel or accept fringes.

Please complete all the information requested on Page 11, and return our copy to the above address as soon as possible.

Should you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Douglas C. Buckler
Financial Secretary/Director
Millwrights Local Union #1102
Chairman Wage Negotiation Committee

DCB:dmw
Opeiu-42-afl-cio

Cover-le.agmt

FOREWORD

In order to make for better understanding and improve relations between employers and members of the United Brotherhood of Carpenters and Joiners of America, this Agreement has been prepared and is to be distributed to employers and employees alike.

It contains the Contract entered into on June 1, 2004 and sets forth all of the Agreements covering hours of work, wages, and conditions of employment which will govern the signers until the Contract expires which will not be earlier than May 31, 2007.

This Contract should be read thoroughly by employees so that each may know his right and obligations under it. Preserve your copy.

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AGREEMENT

THIS AGREEMENT, made and entered into by and between _____ hereinafter referred to as the Employer, and MILLWRIGHTS LOCAL UNION NO. 1102, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, hereinafter referred to as the Union, shall be effective for the period June 1, 2004 to May 31, 2007, and from year to year thereafter unless changed in accordance with Article XII below.

ARTICLE I Union Recognition - Security

(A) The Employer recognizes the Union as the exclusive representative for all employees who comes under the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The words "employee," "worker," "millwright," "members," and "apprentice" as used herein mean persons in the bargaining unit represented by the Union. The use of any masculine pronoun herein shall refer to either gender.

(B) The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall as a condition of employment become and remain a member of the Union for the duration of his employment after seven (7) calendar days following the beginning of his employment by an Employer covered by this Agreement, or the effective date of this Agreement, whichever is later. No employee shall be penalized by the Employer for defending and upholding the contract provisions. In order to effectuate the operation of this provision, the Employer agrees to notify the Union before starting a job.

(C) The Employer shall not discharge or discriminate against any employee for non-membership in the Union if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(D) In the event the National Labor Relations Act is amended while this Agreement is in force, so that an employee may lawfully be required to become a member of the Union in less than seven (7) days, then such shorter period of time shall immediately become operative notwithstanding the provisions of subparagraph (B) of this Article.

(E) The Union agrees to furnish competent workers upon the request of the Employer in accordance with this Agreement, provided no violation of the Agreement exists on the part of the Employer. A violation will be determined by the following settlement of dispute Procedures.

Settlement of Disputes

(F) (1) There shall be a Joint Grievance Board, hereinafter called Board, composed of six (6) members: three (3) appointed by the Union and three (3) appointed by the Michigan Conveyor Manufacturers Association (MCMA) and The Associated General Contractors of America, Greater Detroit Chapter, Inc. (AGC). MCMA and AGC jointly shall be referred to as the Association. The Association and the Union shall each appoint at least two (2) alternate members who may serve in the absence of a regular member or members appointed by that party.

2) The Board shall select a Chairman and a Secretary. When the Chairman is selected from among the Union appointees the Secretary

shall be selected from the Association appointees and vice-versa, The Board shall meet upon notice from the secretary or chairman. The Board shall consider and decide all grievances relating to conditions of employment or concerning the application and interpretation of the collective bargaining agreement between employer members of the Association, the Employers and the Union. Each grievance submitted to the Board shall be in writing. The Board shall by majority vote, decide grievances within forty-eight (48) hours after the hearing.

3) Any grievance that has not been satisfactorily settled in accordance with the provisions of section (2) above shall be submitted to arbitration before an impartial arbitrator selected by mutual agreement of the members of the Board. In the event the Board is unable, within five (5) days after such request, to agree upon an arbitrator, the American Arbitration Association shall select an impartial arbitrator from its Labor Panel, and his selection shall be treated as if the selection had been made by the Board. The procedure to be followed in submitting the dispute to the arbitrator shall be determined by the Board. In the event the Board is unable to agree on the procedure, the arbitrator shall follow the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and judgment thereon maybe entered in any Court of competent jurisdiction. The compensation and expenses of the arbitrator shall be borne equally by the Association (if the dispute involves a member thereof) or by the Employee and the Union. All other expenses shall be borne by the party incurring them.

(4) The grievance procedures are not intended and shall not be construed as qualifying, or making subject to change, any term or condition of employment specifically covered by the collective bargaining agreement, and shall not apply to any dispute over the terms or provisions to be incorporated in any proposed new agreement between the parties. Furthermore, the grievance procedure shall not be applicable to disputes involving vacation pay or contributions by the Employee to Millwrights Local Union 1102 Fringe Benefits Funds. Notwithstanding anything herein to the contrary, the Union shall retain the right to take such action, as it deems necessary, including the right to strike, in order to remedy an alleged delinquency in vacation pay or fringe benefit contributions. In the event the Union strikes, the Employer shall be responsible to all affected employees for any losses they sustain, including loss of wages, resulting therefrom.

(5) Wages and overtime claims will be considered only for the thirty- (30) day period prior to the filing of a grievance by the employee.

Union Jurisdiction

(G) Only employees represented by the Union shall be assigned to perform work outlined in paragraphs 1 through 9 immediately below:

(1) All setting, aligning, leveling, anchoring, repairing, erecting, dismantling, maintaining and assembling of all machinery, all conveyors listed under terms and definitions for conveyors in the manual issued by Conveyor Equipment Manufacturers Association, shafting, pulley, sheaves, fly wheels, fans, blowers, car pullers, crushers, mixers, agitators, shakers, ovens, furnaces, scales, motors, turbines,

air compressors, pumps, coal handling machinery, grain handling machinery, all presses, hydraulic or otherwise, grinding, boring, milling machines, shapers, lathes, drill presses, arbor presses, upsetters, cold headers, screw machines. All Fire Watch Standby or Fire Protection shall be performed by Millwrights when said is pertaining to Millwright Jurisdictional work or work that is traditionally done by Millwrights. All work with and on robotics, included but not limited to rigging, handling, installing, maintaining, programming and use of all stationary and or portable robots, this includes the use of all robots used in industry, including the nuclear field, and the machinery used in manufacturing, and all aligning & leveling of all machinery, conveyors, and all equipment mentioned in this paragraph by any means including, but not limited to, the use of computer aided technology, Theodolite technology. All laser aligning and leveling. Also all laser and photo or any other means of technology in qualifying machinery and tooling for said owner or vendor.

(2) All fabrications, fitting, erection, dismantling, and maintenance of conveyors, including screw, belt, bucket, roller, gravity, slate, spiral chute, angle or channel sliding or drag type, I-beam or free trolley type, power and free conveyors, inverted power and free conveyors, skiller conveyors, electrified (a.m.s.) Conveyors, systemation conveyors, flat top conveyors, uni-built and enclosed tubular conveyors, 2 strand, 3 strand and roller flight conveyors, power roll bed conveyors, shuttle conveyors, pendulum conveyors, baggage handling conveyors, light and heavy duty package conveyors, chip drag conveyors, to install and fabricate all safety guarding and highway guard. Any supports, braces, spreaders, headers-of-wood, steel pipe or fiber, whether riveted, bolted or welded construction necessary for the leveling, aligning or installation of said equipment. All reinforcing of trusses and existing steel pertaining to increasing kip loads for machinery and conveyor.

(3) All fabrication, erection, dismantling of monorail, tramrail, Lauden rail, Wilcox rail, trolleys and travelers for such rails whether power driven or otherwise. All hoists whether electric, air, steam or chain. Knight rail, underslung bridge cranes, kbb rail, uni built rail, hollywood rail. Any support steel, hangers, or miscellaneous steel pertaining to tool rail, underslung bridge cranes and conveyor systems, necessary for installation of said equipment.

(4) The fabrication of machinery bases and motor bases of wood or steel, making and setting of all templates for all machinery requiring foundations and bolts. Setting of sole plates or sub-sole plates for all machinery. All rigging of any means, setting, alignment, maintenance and repair of all individual power units for residential and commercial applications.

(5) Rebabbing of all machinery and bearings, cuffing, welding, burning, drilling, tapping, shaping, threading and pressing of gears, bearings, brake drums, fly wheels on all machinery and mechanical equipment for all classes of manufacturing plants or mills, such as flour, paper, cotton, steel, rolling, feed, cement, fertilizer, chemical, ice, breweries, distilleries, bakeries, creameries, stone crushing, gravel washing, powerhouses, printing or plating plants.

(6) Handling such machinery and materials with such equipment as may be required, whether such machinery is on skids or in crates. Making of skids and crates, skidding and unskidding, crating and uncrating shall be the work of Millwrights. Finally, all work pertaining to machinery used for manufacturing purposes or amusement devices which will come with the evolution of time shall come under the Millwright's jurisdictional claim.

(7) The laying out, drilling and installation of anchor bolts and nuts, the cleaning and dressing of machined surfaces and component parts of machinery and mechanical equipment, the bolting of machinery and component parts of machinery.

(8) All work in the preparation and preservation of all equipment required, etc., as stated above whether for storage or other purposes and the maintenance of said preparation and preservation, and operation of hi-low/forklifts.

(9) The parties shall be bound by (a) agreements on jurisdiction between the United Brotherhood of Carpenters and Joiners of America and other National and International Unions.

Miscellaneous

(H) Upon written request, the Employer shall make available to a designee of the Union, its payroll records for employees represented by the Union, for a period not to exceed twenty-four (24) months preceding the date of such request. The records shall be submitted for examination on the Employer's premises within thirty (30) days from the date of request.

(I) This Agreement covers the territorial jurisdiction of the Union consisting of the following twenty-six (26) counties of Michigan: Arenac, Bay, Clare, Clinton, Eaton, Genesee, Gladwin, Gratiot, Huron, Ingham, Isabella, Jackson, Lapeer, Lenawee, Livingston, Macomb, Midland, Monroe, Oakland, Saginaw, St. Clair, Sanilac, Shiawasee, Tuscola, Washtenaw and Wayne,

(J) A pre-job conference shall be held on each job if requested by the Union or the Employer.

ARTICLE II Employment

(A) There shall be no restriction on the use of safe equipment, machinery or tools furnished by the Employer and operated by millwrights.

(B) The Employer shall make available for the exclusive use of millwrights an ample and safe, tool and clothes storage facility. A safe storage facility means a shanty, tool crib or gang box under lock and key to be used by millwrights only. If such storage facility is broken into or as a result of fire, a loss suffered by millwrights, then the Employer shall be held responsible, without proof of negligence, and all lost tools or clothing shall be replaced by the Employer within fifteen (15) days.

In the event the Employer fails to provide a storage facility space as described above for millwrights and tools and clothes, and any loss occurs, he shall be required to replace any lost tools or clothes, or reimburse millwrights therefore within fifteen (15) days. Millwrights shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Tools broken on the job shall be replaced by the Contractor, when not covered by manufacturer warranty.

Each millwright shall be required to furnish the Employer or his agent with an itemized, sworn statement of loss and further must be able to provide, upon request, an itemized list of tools together with the valuation thereof.

(C) Millwrights shall be allowed reasonable time to pick up Employer tools, wash up and change clothes on all jobs and all shifts.

(D) A conscientious effort shall be made by the Employer to employ members of the Union who are fifty (50) years of age and older.

(E) Millwrights shall not be required to pick up "Check-in brass" or punch a time clock on their own time.

(F) Proper drinking water shall be furnished by the Employer on all jobs, pursuant to the Michigan Safety Code.

(G) Suitable and sanitary toilet facilities shall be provided by the Employer on all jobs, pursuant to the Michigan Safety Code.

(H) Rubber gloves shall be furnished by the Employer when cleaning solvents or detergents are used that might be injurious to the employees.

(I) Employees will be allowed a non-organized nonalcoholic ten (10) minute beverage break in the area they are working once in the first half of his shift and once in the second half. The Union agrees that this shall definitely not be abused.

(J) In the event of a job site accident involving any millwright, the parties shall cooperate in the investigation of said accident. Each party shall be entitled to copies of reports, photographs and statements made by the other party at the job site accident and each party shall have a right to interview all witnesses and to conduct an independent investigation at the site of the injury. Material evidence at the site of the accident shall not be altered or removed until each party has had an opportunity to conduct a reasonable investigation. The Union shall designate the person who will act on its behalf in this matter.

(K) When Welding Tests are required as a condition of employment said tests shall be given on company time and paid for at the prevailing rate. The Employer shall furnish the welder with a copy of the Certification Papers if he remains on the job to its completion, or for thirty (30) days, whichever occurs first. When certification is required, welder's rate will be thirty (\$0.30) cents per hour over journeyman's base rate.

ARTICLE III

Millwright Foremen and General Foremen

(A) There shall be a Millwright Foreman, hereinafter referred to as Foreman, on all jobs requiring millwrights. A foreman may work alone, providing he is acting as a supervisory employee or performing pre-job planning with the Employer's customer. On small service or maintenance jobs, involving eight (8) hours or less, one man at a foreman's rate will be permitted to work, providing there is no safety hazard. The Foreman or Millwright General Foreman, hereinafter referred to a General Foreman, shall be selected by and be the representative of the Employer and shall be consulted on the discharge, layoff, or severance of millwrights under his supervision. The General Foreman and Foreman shall not be required to violate any part of this Agreement as a condition of employment as Foreman or General Foreman.

(B) When two or more Foremen are employed supervising crews of men, one shall be designated General Foreman. When there are more than three crews, the General Foreman can no longer supervise a crew.

(C) The Foreman or General Foreman must be a member in good standing of the Union for twelve (12) consecutive months immediately prior to acting as Foreman or General Foreman, unless no one otherwise qualified is available in the area of the Union.

(D) When two (2) or more employees are employed, one (1) shall be selected by the Employer to act as Foreman and receive Foreman's wages. The Foreman is the only representative of the Employer who shall issue instructions to the employees.

(E) Foreman's Rate will be \$1.70 greater than Journeyman's Base Wage. General Foreman's Rate will be \$2.70 greater than Journeyman's Base Wage.

See Wage Sheet- Page 5

(F) The Foreman and General Foreman shall cooperate with the Apprentice Coordinator and in conjunction with the Steward shall assign apprentices to the type of work required to complete their specific training.

(G) A Foreman will not be permitted to supervise more than ten (10) millwrights, including millwright apprentices on any one job.

ARTICLE IV

Apprenticeship

(A) The use of apprentices shall be encouraged under mutually agreeable Millwright Apprenticeship Standards. The Employer agrees to abide by the rules, regulations and actions of the Millwright Joint Apprenticeship Committee in the employment of apprentices.

(B) The Employer shall pay to the Millwrights Apprenticeship Fund the sum of thirty (\$0.30) cents per hour for all hours paid to employees covered by this Agreement.

See Wage Sheet - Page 7

(C) There shall be one (1) apprentice employed for every three (3) journeymen, provided apprentices are available. It is further understood that this ratio of one (1) to three (3) shall apply only to the number of millwrights employed by the Employer on any one job in the area that is under jurisdiction of the Union.

An Employer that is found to be employing apprentices at less than the one (1) to three (3) ratio, shall be given two (2) consecutive working days notice in which to employ apprentices in the proper ratio.

(D) Each apprentice shall be required to attend classes at the apprenticeship school 24 days each year to be scheduled by the Apprenticeship Coordinator, on a reasonable regular basis, and his wages shall be paid by the Employer for the days he attends such classes, provided, however, that the apprentice is regularly employed at the time he is scheduled to attend apprentice school.

(E) When an apprentice is attending classes and is paid by an Employer, then he shall be covered by that Employer's Worker's Compensation Insurance.

(F) WAGE RATES (SEE PAGE 7)

(G) A Millwrights Apprentice will only take directions from a Millwright Foremen. Apprentices must be paired with a Millwright Journeyman. At no time shall Apprentices be paired together without permission from the Union.

ARTICLE V

Hours and Premium Pay

(A) HOURS . . . Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive, except for shift work hereinafter described, and pay for time worked during these hours shall be at the regular wage rate. First shift hours may be adjusted any eight- (8) hour period between 6:00 a.m. and 4:30 p.m. When requested by the Employer and approved by the Union, second and third shift starting times shall change accordingly.

(B) LUNCH PERIOD . . . A regular lunch period shall be during the fifth (5) hour of any regular shift. If job circumstances require employees to work more than ten (10) hours on any shift, they shall have a second lunch period of one-half (1/2) hour and a similar lunch period every four (4) hours worked thereafter, which shall be paid by the Employer. If the Employer requests the employees work through their lunch period, they shall receive wages at twice the prevailing

rate of pay. During certain production start-ups and stand-by conditions on any shift, the Employer may adjust the regular lunch period for all or for a portion of the work force to support the start-up or stand-by activities. Such adjustments can be up to thirty (30) minutes earlier or later than the regular lunch period with prior consent of the Union. This adjustment will be without premium pay and does not modify the true shift hours.

(C) OVERTIME . . . Time and one-half shall be paid for the first two (2) hours of premium time (whether before or after the shift) on any regular workday, Monday through Friday. Hours worked in excess of the aforesaid first two (2) hours of premium time or during the lunch period or in excess of ten (10) hours, Monday through Friday, shall be paid at the rate of double time. The first eight- (8) hours worked on Saturday shall be paid at time and one-half. Hours worked in excess of eight (8) hours on a Saturday and all hours worked on a Sunday or a Holiday shall be paid at the double time rate. No employee will be required to work more than eight (8) hours for straight time on any shift for the Employer during a twenty-four- (24) hour period from 8:00 a.m. to 8:00 a.m. When employees are required to work more than sixteen (16) hours in any one-day, including lunch hours, they shall not be required to go on straight time without getting eight (8) hours off the job. When employees are required to carry on into the next workday, while working on another shift or on overtime, they shall be paid at double time rates.

Overtime on a job will be divided to suit job requirements. The practice of leaving some employees for the job off of jobs, to bring in other employees from other jobs will not be allowed unless job conditions warrant same.

(D) HOLIDAYS . . . When work is performed on the following legal holidays, employees shall be paid at the rate of double time: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Presidential Election Day and Christmas Day. No work shall be performed on the Fourth of July or Labor Day except for the protection of life or property, without the permission of the Union. Should any of the above-mentioned legal holidays fall on Sunday, then the following Monday will be considered a legal holiday. On NMA projects the Floating Holiday (Washington's Birthday) shall be celebrated the Friday after Thanksgiving, as it is listed in the NMA agreement.

ARTICLE VI 4-10 Work Week

1. The union agrees that the Employer may work a 4-10 workweek on a particular job as provided below only under the following circumstances:

Upon mutual agreement between the Financial Secretary of Millwright Local 1102 and the Employer at the beginning of a job or at any time during its duration, and for a minimum of one (1) week, the Employer shall have the option of scheduling work on Monday through Thursday for ten hours each day at straighttime prevailing rate. Work in excess of ten (10) hours per day (Monday through Thursday) shall be paid at double time. The 4-10 work- week may be used by an Employer on a job basis. The 4-10 hour workweek may be used only under the following circumstances:

- a. When the Employer elects to use the 4-10 workweek under this Article, he will notify the Local Union involved and inform the Local Union of the work schedule as soon as possible prior to its implementation.
- b. In the event one (1) or more hours of work are unable to be performed because of bad weather when 4-10's are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of with (8) hours. Work in excess of

forty (40) hours for the week (Monday through Friday) but not more than fifty (50) hours shall be paid at time and one-half. Work in excess of fifty (50) hours for the week (Monday through Friday) shall be paid at double time. Ten hours (10) of work may be performed on Saturdays at time and one-half. Work on Saturdays in excess of ten (10) hours shall be paid at double time. If required to work Sunday, double time (2) the prevailing rate of pay will be paid for all hours worked.

- c. If said Holiday falls on Monday, or is celebrated on a Monday, ten (10) hours per day shall be paid for at the straight time prevailing rate of pay on Tuesday through Friday. If work is done on any said Holiday, double time (2) the prevailing rate of pay will be paid for all hours worked.

Apprentices working on four ten (4-10's) jobs shall be paid ten (10) hours pay at the prevailing straight time rate of pay for his scheduled day of school.

- d. On any job scheduled to work on Friday, the Employer shall not bring employees to the job to avoid the payment of premium time.

ARTICLE VII Shift Work

(A) The Employer may employ more than one shift of millwrights on any job in accordance with this Agreement, subject to the approval of the Union before starting job.

(B) Night shift work will be any hours starting after 4:30 p.m. to 8:00 a.m. When there are two (2) shifts working, a day's work shall be eight (8) hours for the first and second shifts. When a third shift is also worked, a day's work shall be seven (7) hours on the second and third shifts and the rate of wages shall be in accordance with Article VIII of this agreement. When there is a single shift starting after 4:30 p.m., employees shall be paid at the rate established for second and third shifts.

(C) Shift work between the hours of 8:00 a.m., Monday and 8:00 a.m., Saturday shall be paid for at the regular rate as scheduled in Article VIII below. Shift work between the hours of 8:00 a.m., Saturday and 8:00 a.m., Monday, shall be paid at the regular rate as scheduled in Article V and Article VIII below, except that a night shift may not be started at straight time rate after 4:30 p.m., Friday without a day shift having worked that Friday.

(D) No employee covered by this Agreement will be allowed to work on more than one (1) shift without permission from the Union, except where supervisory employees are required to stay over to coordinate the work involved with the next shift. Other than the above, each shift must have its own supervision.

(E) The formula for second and third shift rates is: Base Wage Rate multiplied by eight (8) divided by seven (7) plus twenty-five cents (0.25) per hour, plus applicable fringes. The overtime rate for shift work is per Article V and VIII.

ARTICLE VIII Wages & Other Compensation

(A) The term "gross wage" means Wages, Vacation Pay and Health and Welfare, Pension, Supplemental Pension, Apprenticeship Fund, UBC, Drug Testing, Special Assessment Fund, Training Fund and F.A.C.T. fund contributions. Failure to pay the gross wages when due shall constitute delinquency and a violation of this Agreement. The Union may withhold its members from Employers who fail to pay the gross wage, NOTE FORMS: (A) WAGE RATES (SEE PAGE 5 AND 7)

(B) (See Wage Sheet - Page 5). Contributions shall be made on all hours paid regardless of whether payment was for straight time or

SOUTHEASTERN RATES:

EFFECTIVE June 1, 2004 - May 31, 2005

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
FIRST SHIFT				
Journeyman Rate x Hours*	26.10	27.80	28.80	26.40
V & H 23% x Hourly Wage*	<u>6.00</u>	<u>6.39</u>	<u>6.62</u>	<u>6.07</u>
Pension Gross Wage	\$ 32.10	\$ 34.19	\$ 35.42	\$ 32.47
SPEC ASSESS x Hours Paid*	<u>.20</u>	<u>.20</u>	<u>.20</u>	<u>.20</u>
Total Taxable Wage	\$32.30	\$34.39	\$35.62	\$32.67
H & W INS x Hours Paid**	5.98	5.98	5.98	5.98
H & W SUPP x Hours Paid	1.31	1.31	1.31	1.31
PEN 11 % x Gross Wage	3.53	3.76	3.90	3.57
SUPP PEN 14% x Gross Wage	4.49	4.79	4.96	4.55
APP TRN x Hours Paid	.40	.40	.40	.40
UBC H & S x Hours Paid	.06	.06	.06	.06
DRUG TEST x Hours Paid	.04	.04	.04	.04
F.A.C.T. FUND x Hours Paid	<u>.05</u>	<u>.05</u>	<u>.05</u>	<u>.05</u>
TOTAL PACKAGE	\$ 48.16	\$50.78	\$52.32	\$48.63

EFFECTIVE June 1, 2004 - May 31, 2005

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
SECOND & THIRD SHIFT				
Journeyman Rate x Hours*	30.08	32.02	33.16	30.42
V & H 23% x Hourly Wage*	<u>6.92</u>	<u>7.36</u>	<u>7.63</u>	<u>7.00</u>
Pension Gross Wage	\$ 37.00	\$ 39.38	\$ 40.79	\$ 37.42
SPEC ASSESS x Hours Paid*	<u>.20</u>	<u>.20</u>	<u>.20</u>	<u>.20</u>
Total Taxable Wage	\$37.20	\$39.58	\$40.99	\$37.62
H & W INS x Hours Paid**	5.98	5.98	5.98	5.98
H & W SUPP x Hours Paid	1.31	1.31	1.31	1.31
PEN 11 % x Gross Wage	4.07	4.33	4.49	4.12
SUPP PEN 14% x Gross Wage	5.18	5.51	5.71	5.24
APP TRN x Hours Paid	.40	.40	.40	.40
UBC H & S x Hours Paid	.06	.06	.06	.06
DRUG TEST x Hours Paid	.04	.04	.04	.04
F.A.C.T. FUND x Hours Paid	<u>.05</u>	<u>.05</u>	<u>.05</u>	<u>.05</u>
TOTAL PACKAGE	\$ 54.29	\$57.27	\$59.02	\$54.81

EFFECTIVE June 1, 2005 - May 31, 2006

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
FIRST SHIFT ***\$1.93 TOTAL INCREASE				
Journeyman Rate x Hours*				
V & H 23% x Hourly Wage*				
Pension Gross Wage				
SPEC ASSESS x Hours Paid*				
Total Taxable Wage				
H & W INS x Hours Paid**				
H & W SUPP x Hours Paid				
PEN 11 % x Gross Wage				
SUPP PEN 14% x Gross Wage				
APP TRN x Hours Paid				
UBC H & S x Hours Paid				
DRUG TEST x Hours Paid				
F.A.C.T. FUND x Hours Paid				
TOTAL PACKAGE	\$50.09			

EFFECTIVE June 1, 2005 - May 31, 2006

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
SECOND & THIRD SHIFT				
Journeyman Rate x Hours*				
V & H 23% x Hourly Wage*				
Pension Gross Wage				
SPEC ASSESS x Hours Paid*				
Total Taxable Wage				
H & W INS x Hours Paid**				
H & W SUPP x Hours Paid				
PEN 11 % x Gross Wage				
SUPP PEN 14% x Gross Wage				
APP TRN x Hours Paid				
UBC H & S x Hours Paid				
##DRUG TEST x Hours Paid				
F.A.C.T. FUND x Hours Paid				
TOTAL PACKAGE				

EFFECTIVE June 1, 2006 - May 31, 2007

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
FIRST SHIFT ***\$2.00 TOTAL INCREASE				
Journeyman Rate x Hours*				
V & H 23% x Hourly Wage*				
Pension Gross Wage				
SPEC ASSESS x Hours Paid*				
Total Taxable Wage				
H & W INS x Hours Paid				
H & W SUPP x Hours Paid				
PEN 11 % x Gross Wage				
SUPP PEN 14% x Gross Wage				
APP TRN 0.40 x Hours Paid				
UBC H & S 0.06 x Hours Paid				
##DRUG TEST .03 x Hours Paid				
F.A.C.T. FUND .05 x Hours Paid				
TOTAL PACKAGE	\$ 52.09			

EFFECTIVE June 1, 2006 - May 31, 2007

	GENL. CERT.			
	<u>JOURN.</u>	<u>FORE.</u>	<u>FORE.</u>	<u>WELD.</u>
SECOND & THIRD SHIFT				
Journeyman Rate x Hours*				
V & H 23% x Hourly Wage*				
Pension Gross Wage				
SPEC ASSESS x Hours Paid*				
Total Taxable Wage				
H & W INS x Hours Paid				
H & W SUPP x Hours Paid				
PEN 11 % x Gross Wage				
SUPP PEN 14% x Gross Wage				
APP TRN 0.40 x Hours Paid				
UBC H & S 0.06 x Hours Paid				
##DRUG TEST .03 x Hours Paid				
F.A.C.T. FUND .05 x Hours Paid				
TOTAL PACKAGE				

*These items only subject to Federal withholding FICA taxes.

for overtime. Overtime hours shall be first converted to straight time and contributions then paid. Example: Millwright paid for fifty (50) hours of work in one-week period. From June 1, 2004-May 31, 2007 the contribution would be $40 \times \$5.98$ plus $(15 \times \$5.98) = \328.90 .

(C) **SUBSISTENCE ALLOWANCE** . . . is to be paid from any one of the following five (5) shipping points: Detroit, Flint, Jackson, Saginaw and Lansing. The shipping point shall be the city nearest to the employee's permanent home.

(1) *Beyond the twenty-eight (28) mile radius and to the sixty-five (65) mile radius, expenses shall be paid at the rate of Three Dollars and Fifty Cents (\$3.50) per day for every day the employee reports to work.*

(2) *Beyond the sixty-five (65) mile radius expenses shall be paid at the rate of Seven Dollars (\$7.00) per day for every day the employee reports to work.*

(3) *No employee shall receive expenses when working on jobs located within the twenty-eight (28) mile radius of the City Hall of the shipping point which is nearest his permanent home.*

(4) *Traveling time and expenses to and from jobs located beyond the twenty-eight (28) mile radius shall be paid by the Employer, based upon actual time and expenses incurred through any method of first class transportation determined by the Employer, at start and termination of employment of any job, provided employee does not quit if work is available. First class transportation shall be deemed to be Greyhound Bus schedule and fare.*

(5) *The Employer agrees that in order for an employee to draw his subsistence allowance in accordance with this Agreement he must establish his shipping point on the basis of ninety (90) days residence in the State and thirty (30) days residence in the County. If no shipping point is established as outlined above, his shipping point will be Detroit.*

(6) *Travel time is to be paid at the day shift rate, regardless of the shift on which the employee is working.*

(D) **HEALTH AND WELFARE** . . . The Employer shall pay to the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds, on behalf of each employee covered by this Agreement the rates on wage sheet see page 5, per hour as gross health and welfare related contributions. The operator of the "lockbox" first shall deduct from such gross health and welfare related contributions an amount equal to 37% of the Millwrights Local No. 1102 Fund Joint Delinquency Committee expenses as are deemed allocable to the Millwrights' Local No. 1102 Health and Welfare Fund, hereinafter referred Health Fund, for purposes of this Agreement and disburse those amounts to persons as directed by the Millwrights Local No. 1102 Fund Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross health and welfare related contributions required by this section shall be paid to the Health Fund as health fund contributions. The operator of the "lockbox" to which gross health and welfare related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(E) **VACATION PAY** . . . The Employer shall pay to the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds an amount equal to Twenty-three percent (23%) of the Base Wage (See Wage sheet - 5) as gross vacation pay related contributions. The operator of the "lockbox" first shall deduct from gross vacation related contributions an amount equal to 4% of the

Millwrights' Local Union No. 1102 Joint Delinquency Committee expenses as deemed allocable to the Millwrights' Local No. 1102 Vacation Fund for purposes of this Agreement and disburse those amounts to persons as directed by the Millwrights' Local No. 1102 Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and the expenses of operation of that Committee as is set forth in this Agreement. Remaining gross vacation related contributions shall be transmitted to the Millwrights' Local No. 1102 Vacation Fund as Vacation Fund contributions. The Vacation Fund Trustees shall direct the "lockbox" operator to transmit the Vacation Fund contributions transmitted to the Vacation Fund to the Depository at the same time and in the same manner that monthly contributions are transmitted to the other Millwrights' Local No. 1102 Fringe Benefit Funds. Vacation Fund contributions shall be transmitted by the Depository to a Bank or other financial institution determined by the Millwrights' Local Union No. 1102 and shall be credited to the account of each employee. In the event that the Employer is delinquent in transmitting gross vacation related contributions, it shall pay to the "lockbox" operator as gross vacation related contributions to be divided and transmitted in accordance with this Agreement an amount equal to the interest that would have been earned on said gross vacation related contributions at the bank or other financial institution determined by the Millwrights' Local No. 1102. The operator of the "lockbox" to which gross vacation pay related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

In the event the Employer is delinquent in transmitting Vacation Pay it shall pay an amount equivalent to the interest that would have been earned on said money at the bank or other financial institution to which it was being transmitted.

(F) **PENSION** . . . The Employer shall pay the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds as gross pension related contributions an amount equal to eleven percent (11%) of the actual hourly rate of each Employee covered by this Agreement. The lockbox operator first shall deduct from such pension related contributions an amount equal to 20% of the Joint Delinquency Committee expenses as are deemed allocable to the Carpenters Pension Trust Fund-Detroit & Vicinity for the purposes of this Agreement and disburse those amounts to persons as directed by the Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross pension related contributions required by this section shall be paid to the Carpenters Pension Trust Fund -Detroit & Vicinity as Pension Fund contributions. The operator of the "lockbox" to which gross pension related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

See Wage Sheet-Page 5

(G) **SUPPLEMENTAL PENSION** . . . The Employer shall pay to the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds as gross supplemental pension related contributions an amount equal to (14%) of the Total Taxable Wages of each employee covered by this Agreement. Total Taxable Wage = Base and Vacation added together (See Wage Sheet -5). The "lockbox" operator first shall deduct from such

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-04 THRU 5-31-05

Journeyman: \$ 26.10														FIRST SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%	15.66	3.60	19.26	0.20	19.46	2.12	2.55	5.98	1.31	0.40	0.06	0.04	0.05	31.97									
2nd 6-65%	16.97	3.90	20.87	0.20	21.07	2.30	2.92	5.98	1.31	0.40	0.06	0.04	0.05	34.13									
3rd 6-70%	18.27	4.20	22.47	0.20	22.67	2.47	3015	5.98	1.31	0.40	0.06	0.04	0.05	36.13									
4th 6-75%	19.58	4.50	24.08	0.20	24.28	2.65	3.37	5.98	1.31	0.40	0.06	0.04	0.05	38.14									
5th 6-80%	20.88	4.80	25.68	0.20	25.88	2.83	3.60	5.98	1.31	0.40	0.06	0.04	0.05	40.15									
6th 6-85%	22.19	5.10	27.29	0.20	27.49	3.00	3.82	5.98	1.31	0.40	0.06	0.04	0.05	42.15									
7th 6-90%	23.49	5.40	28.89	0.20	29.09	3.18	4.04	5.98	1.31	0.40	0.06	0.04	0.05	44.15									
8th 6-95%	24.80	5.70	30.50	0.20	30.70	3.36	4.27	5.98	1.31	0.40	0.06	0.04	0.05	46.17									

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-04 THRU 5-31-05

Journeyman: \$ 30.08														SECOND & THIRD SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%	18.05	4.15	22.20	0.20	22.40	2.44	3.11	5.98	1.31	0.40	0.06	0.04	0.05	35.79									
2nd 6-65%	19.55	4.50	24.05	0.20	24.25	2.65	3.37	5.98	1.31	0.40	0.06	0.04	0.05	38.11									
3rd 6-70%	21.06	4.34	25.90	0.20	26.10	2.85	3.63	5.98	1.31	0.40	0.06	0.04	0.05	40.42									
4th 6-75%	22.56	5.19	27.75	0.20	27.95	3.05	3.88	5.98	1.31	0.40	0.06	0.04	0.05	42.72									
5th 6-80%	24.06	5.53	29.59	0.20	29.79	3.26	4.14	5.98	1.31	0.40	0.06	0.04	0.05	45.03									
6th 6-85%	25.57	5.88	31.45	0.20	31.65	3.46	4.40	5.98	1.31	0.40	0.06	0.04	0.05	47.35									
7th 6-90%	27.07	6.23	33.30	0.20	33.50	3.66	4.66	5.98	1.31	0.40	0.06	0.04	0.05	49.66									
8th 6-95%	28.58	6.57	35.15	0.20	35.35	3.87	4.92	5.98	1.31	0.40	0.06	0.04	0.05	51.98									

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-05 THRU 5-31-06

Journeyman: \$														FIRST SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%																							
2nd 6-65%																							
3rd 6-70%																							
4th 6-75%																							
5th 6-80%																							
6th 6-85%																							
7th 6-90%																							
8th 6-95%																							

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-05 THRU 5-31-06

Journeyman: \$														SECOND & THIRD SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%																							
2nd 6-65%																							
3rd 6-70%																							
4th 6-75%																							
5th 6-80%																							
6th 6-85%																							
7th 6-90%																							
8th 6-95%																							

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-06 THRU 5-31-07

Journeyman: \$														FIRST SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%																							
2nd 6-65%																							
3rd 6-70%																							
4th 6-75%																							
5th 6-80%																							
6th 6-85%																							
7th 6-90%																							
8th 6-95%																							

MILLWRIGHTS LOCAL #1102 - APPRENTICE RATES
(SOUTHEASTERN AREA) PERIOD 6-1-06 THRU 5-31-07

Journeyman: \$														SECOND & THIRD SHIFT									
APPR. MONTHS	WAGE*	PEN.			TOTAL			SUPP		H&W		H&W		FACT									
		V&H	GROSS	SPEC	TAXED	PENS	PENS	HR/	SUPP	APPR	UBC	DRUG	FUND	TOTAL									
		23%*	WAGE	ASSES*	WAGE	11%	14%	PD.	HR/PD.	HR/PD	H&S	HR/PD	HR/PD	PKG.									
1st 6-60%																							
2nd 6-65%																							
3rd 6-70%																							
4th 6-75%																							
5th 6-80%																							
6th 6-85%																							
7th 6-90%																							
8th 6-95%																							

*These items only subject to Federal withholding FICA taxes.

gross supplemental pension related contributions an amount equal to 35% of the Millwrights Local No. 1102 Fund Joint Delinquency Committee expenses as are deemed allocable to the Millwrights' Local No. 1102 Supplemental Pension Fund for purposes of this Agreement and disburse those amounts to persons as directed by the Millwrights Local No. 1102 Fund Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross supplemental pension related contributions required by this section shall be paid to the Millwrights Local No. 1102 Supplemental Pension Fund as Supplemental Pension Fund contributions. The operator of the "lockbox" to which gross supplemental pension related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(H) SPECIAL ASSESSMENT . . . The Employer appoints the Contract Administrator of the Carpenters Fringe Benefits Program as its agent for the receipt of dues deduction authorizations. Receipt of a written authorization by the Administrator shall constitute receipt by each Employer.

The Employer shall deduct from the wages of each employee who has individually and voluntarily authorized such deduction in writing the amount certified by the Union to be the Working Dues Assessment uniformly required and a Special Assessment equal to the amount determined by the Union on an annual basis, with a maximum of twenty cents (\$.20) per hour for every hour worked by a member. Any such authorization by any employee shall contain a provision as required by law for revocation.

(I) APPRENTICESHIP CONTRIBUTION . . . The Employer shall pay the operator of the "lockbox" of the Millwrights' Local No. 1102 Fringe Benefit Funds as gross apprenticeship related contributions the sum of forty cents (\$.40) per hour for all hours paid to each Employee covered by this Agreement. The lockbox operator first shall deduct from such apprenticeship related contributions an amount equal to 2% of the Joint Delinquency Committee expenses as are deemed allocable to the Millwrights Apprenticeship Fund for the purposes of this Agreement and disburse those amounts to persons as directed by the Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that committee as is set forth in this Agreement. Remaining gross apprenticeship related contributions required by this section shall be paid to the Millwrights Apprenticeship Fund as Apprenticeship Fund contributions. The operator of the "lockbox" to which gross apprenticeship related contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(J) UBC HEALTH & SAFETY FUND . . . The Employer shall pay to the UBC Health & Safety Fund the sum of six cents (\$.06) per hours paid to Employees covered by this Agreement.

(K) DRUG TEST . . . Whenever the owner of any facility at which millwrights are to perform work covered by the agreement requests that millwrights be screened for drugs and or alcohol, the testing shall occur in accordance with the M.U.S.T. drug and alcohol testing program, as modified from time to time. The Employer shall pay the sum of four cents (\$.04) per hours paid to Employees covered by this Agreement.

(L) F.A.C.T. FUND CONTRIBUTION... The Employer shall pay the operator of the "lockbox" of the Millwrights' Local No 1102 Fringe Benefit Funds as gross industry advancement related contributions the sum of Five cents (\$.05) per hour for all hours paid to each Employee covered by this Agreement. The lockbox operator first shall deduct from such industry advancement contributions an amount equal to 2% of the Joint Delinquency Committee expenses as are deemed allocable to the Millwrights' Local No. 1102 F.A.C.T. Fund for purposes of this Agreement and disburse those amounts to persons as directed by the Joint Delinquency Committee to pay the percentage of collection related expenses (including salary and other costs and expenses related to the collection coordinator) and expenses of the operation of that Committee as is set forth in this Agreement. Remaining gross industry advancement contributions required by this section shall be paid to the Millwrights' Local No. 1102 F.A.C.T. Fund. The operator of the "lockbox" to which gross industry advancement contributions required by this Agreement are made shall pay and administer such contributions as are received under this Agreement consistent with this Agreement.

(M) F.A.C.T. FUND . . . For the purpose of promoting the Carpenter industry, (ex: Millwrights, Millman, Floorlayers etc.) within the geographic jurisdiction of the M.R.C.C.

(N) The Agreement and Declaration of Trust, amendments thereto, by-laws, and rules and regulations of the Trustees, existing or subsequently made or entered into, establishing or concerning the Health and Welfare Fund, Pension Fund, Supplemental Pension Fund, Apprenticeship Fund, Health & Safety Fund and Vacation Fund shall become a part of this Agreement as if fully set forth herein.

(O) The Employer shall provide Michigan Unemployment Compensation Insurance for each of its employees covered by this Agreement and shall pay all contributions required for said coverage.

(P) During the life of this Agreement, the Employer agrees to deduct a uniform amount of five percent (5%) of base wages, exclusive of Health and Welfare Pension, Supplemental Pension Fund, Apprenticeship Fund and Travel or Subsistence Pay of each employee who executed or has executed "Authorization for Deduction" forms as provided for by the Union Hall. Monies deducted shall be directed to the office of the Contract Administrator on report forms so provided not later than the 10th of the month following the month for which deductions were made.

(Q) The MCMA shall be the surety of each of its members for the payment of wage claims or other payment due by virtue of this Agreement to any of the forenamed trust funds or otherwise required by the terms of this Agreement. In no event shall the liability of the MCMA for any of its members exceed in the aggregate the sum of Fifteen Thousand Dollars (\$15,000.00); except on thirty-one (31) days delinquency in which case the MCMA's liability shall be in the aggregate, the sum of Fifteen Thousand Dollars (\$15,000.00), with a total liability for all of its members of Thirty Thousand Dollars (\$30,000.00).

The MCMA may cancel its surety obligation hereunder for any of its members provided however that at the time of such cancellation the members' obligations hereunder have been fully satisfied and that the Union is notified of said action in writing ten (10) days before the effective date thereof.

(R) The Employer shall, at the end of each pay period but not later than 4:30 p.m. Friday of each calendar week, make payment by cashier's check or certified check to the Administrator's office of the Fringe Benefit Funds referred to above, the sum of Two Hundred

Dollars (\$200.00) per employee per week to be applied against the amount due for the current month.

(S) In the event an Employer is delinquent at the end of the pay period in the payment of wages or in contributions to the Trust Funds, as provided above, the employees or their representatives shall take actions necessary, forthwith, to collect such delinquent payment and it is further agreed that in the event any such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom, including loss of wages.

Each Employer shall pay all the cost of collection charges resulting from delinquency in payment or late payment of contributions to the Health and Welfare Fund, Pension Fund, Supplemental Pension Fund, Apprenticeship Fund, and Vacation Fund, as determined by the Trustees of the aforesaid Funds. The Trustees of said Funds are authorized either individually or collectively to adopt rules and regulations for processing and collecting contributions, including the assessment of liquidated damages, interest and other collections costs. If no other liquidated damages or interest on delinquencies are adopted by the Trustees, then any contributions delinquent for 30 days or less will be subject to a liquidated damages charge equal to 5% of the delinquent contributions. An additional 5% in liquidated damages will be due for delinquencies of 31 to 60 days. Thereafter, interest is paid in full. The liquidated damages assessed hereunder are not intended as a penalty, but rather constitute an estimate of the collection costs and lost earnings caused by the employer's delinquency.

(T) The provisions of paragraph (P) and (Q) above shall not apply to an Employer who makes a Twenty Thousand Dollar (\$20,000.00) Security Deposit to the Millwrights Fringe Benefit Funds as prescribed by the Funds' current Rules and Regulations, provided, however, that the above paragraphs (P) and (O) shall apply to an employer:

- (1) Who becomes delinquent in payment of wages or Trust Fund contributions, and
- (2) Whose delinquency is, in whole or in part, in excess of the amount of the Security Deposit and
- (3) Who fails to cure any such excess delinquency within three (3) working days of the payment made from the security deposit on his account?

Upon notification by the Trustees of Fringe Benefit Funds administration that any Employer is delinquent in making contributions to the Funds, the Union shall have the right to require weekly benefit payments by the Employer.

ARTICLE IX Pay Day

(A) The Employer agrees that Friday shall be the weekly payday on all work except when a State, Federal or Local law or regulation makes it impracticable. Each employee shall be paid weekly, during working hours, by means of cash or payroll check and shall receive a pay stub or memorandum showing the pay period by month, date, and year, the total hours worked, the gross amount of pay, FICA and income tax withheld, Vacation Pay and the net amount of the check or payment. Not more than two (2) days' pay shall be held back. All waiting time for pay after 4:30 p.m. of payday shall be paid for at the rate of double time.

(B) A statement showing the Total Amount of contributions paid, or to be paid, to the Health & Welfare Fund, Pension Fund, Supplemental Pension Fund, Apprentice Fund and Vacation Fund shall be submitted by the Employer on Forms furnished by the Union

on or before the 15th of the following month in which he employed Millwrights.

(C) When the employees report to work on any job and are not put to work, they shall be paid four (4) hours prevailing rate for reporting, weather permitting, and if they are new hires or rehires, they have complied with the Immigration Law concerning Eligibility Verification.

(D) When a Millwright is laid off the following provisions shall prevail:

1. When an employee is laid off or discharged on Monday through Friday at the end of his regular shift, he shall be paid off in full on the job.
2. When an employee is laid off or discharged on Monday through Friday during overtime hours or at a time other than at the end of his regular shift, the Employer may pay off the employee by mailing his final check without penalty by the end of the next business day.
3. When an employee is laid off or discharged on Saturday, Sunday or a Holiday, the Employer may pay off the employee by mailing his final check (postmarked) without penalty by the end of the second business day.
4. In the event the Millwright is not paid as required above, the employees not receiving their proper wages of pay at the time of "layoff" shall be entitled to receive four (4) hours of compensation at the proper straight time rate of pay for each twenty-four (24) hour waiting period or a portion thereof.
5. A temporary work stoppage for reasons other than weather and not exceeding one workday will not be considered a lay off.

(E) When a millwright is discharged or laid off, his time shall not cease until at least one hour after time he is given notice of his discharge or layoff by his immediate Foreman on the job.

(F) At the time of discharge or layoff, the millwright shall be presented with a severance slip showing cause for severance, also Vacation and Holiday not shown on previous statements prior to discharge or layoff. Employers agree to either put address on check stubs, or put address on severance slips, or include an address sheet with layoff check.

(G) The Employer shall pay its employees with checks drawn on banks which operate within the geographical jurisdiction of the Union. Failure to comply with this provision shall, at the request of the Union, require payment of wages in cash.

ARTICLE X Stewards

(A) The Business Agent or his Representative will have the right to appoint or select the Steward on all jobs or to change the Steward at any time.

(B) There shall be a Millwright Steward on each job, chosen from the employees on said job. On January 1, 1999, all stewards must be trained in fall protection; confined space; OSHA 10-hour course, first aid/CPR, manlift training and lock out-tag out.

(C) There shall be a working Millwright Steward on the job at all times when Millwrights are working. He shall report any violation of the Agreement and perform the usual duties of a Steward with the least interference to the job.

(D) The Steward shall call the Foreman's attention to any unsafe equipment or unsafe working condition. If the Foreman and the Steward cannot agree on what is unsafe equipment or unsafe working conditions, or if having agreed, action to correct it is not taken by the Foreman, then the Steward must make a written report to the Union. The Employer and the Union will then send representatives to the job and observe conditions and agree on corrective measures to be taken.

(E) The Employer or his agents agree not to lay off or discharge or transfer a Millwright Steward so acting on any job until the matter has been discussed with representatives from the Union.

(F) The Employer agrees that the Millwright steward shall have sufficient time to assist new employees with their gear when hiring in and also being laid off.

(G) The Steward shall be the last employee laid off during a temporary work shortage and the first employee called back when work resumes. The Steward shall not be transferred from a job while employees remain thereon. When all employees are transferred from a job, on a temporary basis, the Steward shall remain with the crew transferred and shall be the first employee returned to the original job.

(H) If any employee is injured the Steward shall see that the employee is given first aid or if seriously injured taken to a physician, clinic, hospital, or his home. The Steward shall make a complete report to the Employer and Union of the accident. The Steward shall be paid for his time in assisting the injured employee and securing his tools and clothing during scheduled work hours. The injured employee shall be paid for any time lost from scheduled working hours on the date of the injury. The injury must involve a lost time accident and the injured employee must be treated by a physician.

(I) The Steward shall be included among the employees who are scheduled to work overtime.

(J) The Steward shall not be discriminated against as a result of the performance of his duties.

ARTICLE XI

The Employer agrees that he will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer within forty-eight (48) hours after receipt of said request whether the act of the member, or the members of the Union so complained of, was or was not authorized, the Union agrees it will take immediate steps to rectify the situation complained of.

The Union agrees that it will not hold the Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that he will, on written request by the Union, notify the Union within forty-eight (48) hours after the receipt of said request at the office of said Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation complained of.

ARTICLE XII Separability and Termination

(A) In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of this Agreement shall remain in full force and effect and the parties shall immediately meet for the purpose of renegotiating the inoperative portions of this Agreement.

(B) This agreement shall remain in full force and effect until

May 31, 2007. Unless terminated as herein provided, this agreement shall renew itself from year to year. Either party shall notify the other party, in writing of its desire to change the agreement or to terminate the agreement. Notification shall occur at least sixty (60) days prior to any anniversary date of this agreement. Written notice shall be sent by Registered mail to the other party. In event of notice by either party to change and /or terminate, and no agreement of such changes and/or termination is reached prior to May 31, 2007, this agreement shall be deemed to have terminated midnight May 31, 2007.

ARTICLE XIII Strikes and Lockouts

(1) It is mutually agreed that there shall be no strikes authorized by the Union and no lockouts authorized by the Employer, except for the refusal of either party to submit to arbitration, in accordance with Article 1, Paragraph (F) or failure on the part of either party to honor the award of the Board of Arbitration. This provision shall not apply to disputes involving the payment of wages or fringe benefits.

(2) Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation provided; however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind the picket line of any Union which had been authorized by the International Union, the Central Labor Council or Building and Construction Trades Council.

ARTICLE XIV Market Recovery

Market Recovery – It is recognized by the parties that in certain areas of the state, the union construction market has been threatened by non-union competition. Where the mutual interest of both the Associated General Contractors, Greater Detroit Chapter, Inc. and Michigan Conveyor Manufacturers Association the Unions are served by cooperating to compete more effectively, it is agreed that the Associated General Contractors, Greater Detroit Chapter, Inc. and Michigan Conveyor Manufacturers Association and the Unions will negotiate a market recovery rate on a job by job or area by area basis. When a market recovery rate is negotiated it shall be the responsibility of the association to notify all interested contractors of the existence of such a rate or agreement.

A market recovery rate negotiated pursuant to this provision shall not be considered a more favorable rate or agreement.

ARTICLE XV MANAGEMENT CLAUSE

It is recognized that the management of the Employer, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Employer. Other rights and responsibilities belonging solely to the management of the Employer are recognized prominent among which, but by no means wholly inclusive are:

To direct the workforce, to supervise the work of employees and scheduling all construction work, to judge the satisfactory performance of employees, to select and utilize any type of material and equipment, to maintain order and efficiency including the right to hire, assign, transfer and direct the workforce.

To determine the number of hours worked, to select and appoint supervision, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

**MILLWRIGHT WORKING AGREEMENT
SOUTHEASTERN AREAS: 6/1/04 - 5/31/07
ARTICLE XVI
Information**

TO BE EXECUTED BETWEEN AN EMPLOYER
WHO IS NOT A MEMBER OF THE SIGNATORY
GROUP COVERED BY THIS AGREEMENT

FOR THE EMPLOYER:

The Employer agrees to submit to the Union the following information:

(Please Print)

Employer's or Contractor's

Name: _____

Street: _____

City: _____

State: _____

Phone No.: _____ Zip _____

Fax No.: _____

Employment Social Security I.D. or

Tax I.D. Number _____

Expires: _____

Workmen's Compensation Insurance

Carrier: _____

Policy Number: _____

Expires: _____

Michigan Unemployment Insurance

Identification Number: _____

Expires: _____

The Employer shall at all times comply with applicable State and Federal laws pertaining to workmen's compensation, unemployment insurance, withholding tax and FICA. The Employer shall provide Michigan Unemployment Compensation Insurance for all employees covered by this Agreement.

Please Print All Information Except Signature

By: _____

Print Name: _____

Title: _____

Address: _____

Phone No. _____ Date: _____

FOR THE CONTRACTORS:

MICHIGAN CONVEYOR MANUFACTURERS ASSOC.
LARRY L. ESTES
(Central Conveyor)
Chairman - Wage Negotiation Committee

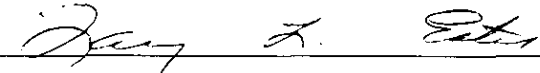
Wage Negotiation Committee:

GLENN HARDY
(J.S. Alberici)

M.E. WOODBECK, JR.
(Overhead Conveyor Co.)

SAM VELTRI
(Greater Detroit Chapter A.G.C.)

FOR THE EMPLOYER:

By: 

Print Name: Larry L. Estes Date: 6-1-04
Title: Chairman Wage Negotiation Committee
Mich. Conveyor Manufacturers Association
Address: Webb Drive
Farmington Hills, MI 48019
Phone No.: (248) 553-1000


FOR LOCAL UNION NO. 1102

MILLWRIGHTS LOCAL UNION NO. 1102, United
Brotherhood of Carpenters & Joiners of America, AFL-CIO
DOUGLAS C. BUCKLER
Director and Financial Secretary,
Chairman Wage Negotiation Committee

Members of Wage Negotiation Committee

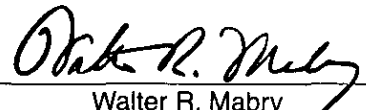
JAMES RALEIGH
GREG ABBOTT
JIM THARRETT
FRANK BENSON

FOR THE EMPLOYEE:

By: 
Print Name: Douglas C. Buckler Date: 6-1-04
Title: Director & Financial Secretary
Address: 23401 Mound Road
Warren, MI 48091

APPROVED BY:

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

By: 
Walter R. Mabry Date: 6-1-04
Executive Secretary Treasurer

Millwrights Local Union 1102

23401 Mound Rd., Warren, MI 48091
(586) 756-3610 or 1-800-462-6545 Fax (586) 756-0376

Millwrights Local Union 1102

Kalamazoo Office
(269) 383-6163 Fax (269) 383-6932

Coopersville Office
(616) 837-1021 Fax (616) 837-1859

Flint Office
(810) 487-6455 Fax (810) 487-1107

Grayling Office
(989) 344-1200 Fax (989) 344-1202

MICHIGAN REGIONAL COUNCIL OF CARPENTERS

3800 Woodward Avenue, Suite 1200
Detroit, Michigan 48201
(313) 832-3887 Fax (313) 832-1578

Millwrights Local 1102 (Southeastern)
Apprenticeship School
27555 Mound Rd., Warren, MI 48092
(586) 573-4660

Millwrights Local Union 1102 (Western)
Apprenticeship School
4880 126th Street, Fennville, MI 49408
(269) 561-8115

TRUST FUNDS (SOUTHEASTERN)

Millwrights Local Union 1102 (Southeastern)
Apprenticeship Fund
TIC International Corporation
6525 Centurion Drive
Lansing, MI 48917
(517) 321-7502 or (888) 228-6700

Millwrights Local Union 1102 (Southeastern)
Carpenters Pension Fund
BeneSys Inc.
3800 Woodward Ave., Suite 1122
Detroit, Michigan 48201
(313) 832-8049 or (888) HAMMER-9

Millwrights Local Union 1102 (Southeastern)
Health & Welfare Insurance Fund
TIC International Corporation

Millwrights Local Union 1102 (Southeastern)
Vacation & Holiday Fund
TIC International Corporation

Millwrights Local Union 1102 (Southeastern)
Supplemental Pension Fund
TIC International Corporation

TRUST FUNDS (WESTERN)

Millwrights Local Union 1102 (Western)
Apprenticeship Fund
TIC International Corporation
6525 Centurion Drive
Lansing, MI 48917
(517) 351-7502 or (888) 228-6700

Millwrights Local Union 1102 (Western)
Michigan Carpenters Pension Fund
TIC International Corporation

Millwrights Local Union 1102 (Western)
Health & Welfare Insurance Fund
TIC International Corporation

Millwrights Local Union 1102 (Western)
Vacation & Holiday Fund
TIC International Corporation

Millwrights Local Union 1102 (Western)
Supplemental Pension Fund
TIC International Corporation

(Southeastern & Western)
Jeffrey Tharrett
Fringe Benefit Coordinator
(586) 573-4148

